

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678611

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Matrix Service Company		09/09/2021	Corporation: DELAWARE
Matrix Service Inc.		09/09/2021	Corporation: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5064581	M MATRIX APPLIED TECHNOLOGIES	
<b>Registration Number:</b>	4672183	MOVE TO A HIGHER STANDARD	
<b>Registration Number:</b>	4672182	M	
<b>Registration Number:</b>	4554692	M MATRIX SERVICE	
<b>Registration Number:</b>	4459890	MOVE TO A HIGHER STANDARD	
<b>Registration Number:</b>	4528344	M MATRIX SERVICE	
<b>Registration Number:</b>	4491918	M MATRIX PDM ENGINEERING	
<b>Registration Number:</b>	4528331	M MATRIX SERVICE	
<b>Registration Number:</b>	4459889	MOVE TO A HIGHER STANDARD	
<b>Registration Number:</b>	4448729	M	
<b>Registration Number:</b>	4448727	M	
<b>Registration Number:</b>	4672185	M MATRIX SME	
<b>Registration Number:</b>	4579113	FLEX-A-SPAN	
<b>Registration Number:</b>	4632165	FASTFROTH	
<b>Registration Number:</b>	1634065	FLEX-A-SEAL	
<b>Serial Number:</b>	90747446	FLOWDOME	
<b>Serial Number:</b>	88863908	SWINGMASTER	

OP \$440.00 5064581

**CORRESPONDENCE DATA****Fax Number:** 6175236850

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 617-523-2700**Email:** susan.dinicola@hkllaw.com,daniel.wiseman@hkllaw.com**Correspondent Name:** Holland & Knight LLP**Address Line 1:** 10 St. James Avenue**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
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<b>SIGNATURE:</b>	/Susan C. DiNicola/
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<b>DATE SIGNED:</b>	10/03/2021
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**Total Attachments: 6**

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## GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of September 9, 2021, by **MATRIX SERVICE COMPANY**, a Delaware corporation and **MATRIX SERVICE INC.**, an Oklahoma corporation (individually and collectively, “**Grantor**”), in favor of **BANK OF MONTREAL**, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

**WHEREAS**, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

**WHEREAS**, the Grantor has entered into a Pledge and Security Agreement, dated September 9, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations.

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this agreement without the signature of the Grantor and naming the Grantor, as debtor, and the Grantee as secured party.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS **TRADEMARK SECURITY AGREEMENT** SHALL BE GOVERNED BY, AND  
CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

*[Remainder of page intentionally left blank]*


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**MATRIX SERVICE COMPANY,**  
a Delaware corporation

By: 

Name: Kevin S. Cavanah  
Title: Vice President, Chief  
Financial Officer & Treasurer

**MATRIX SERVICE INC.,**  
an Oklahoma corporation

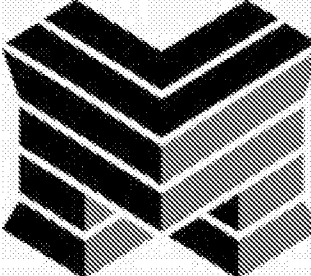
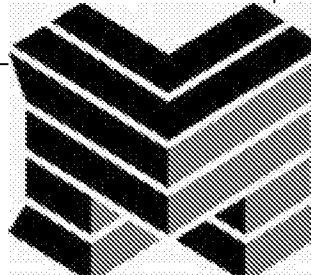
By: 

Name: Kevin S. Cavanah  
Title: Vice President, Chief Financial  
Officer, Treasurer & Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<b>Owner's Name</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Status</b>
Matrix Service Company	90747446		FLOWDOME	June 1, 2021		1A
Matrix Service Company	88864649		FLOWDOME	April 8, 2020		1B
Matrix Service Company	88863908		SWINGMASTER	April 8, 2020		1A
Matrix Service Company	86113641	5064581	M MATRIX APPLIED TECHNOLOGIES	November 8, 2013	October 18, 2016	1A
Matrix Service Company	85699762	4672183	MOVE TO A HIGHER STANDARD	August 9, 2012	January 13, 2015	1A
Matrix Service Company	85699708	4672182	M	August 9, 2012	January 13, 2015	1A
Matrix Service Company	85969051	4554692	M MATRIX SERVICE	June 25, 2013	June 24, 2014	1A
Matrix Service Company	95699796	4459890	MOVE TO A HIGHER STANDARD	August 9, 2012	December 31, 2013	1A

Matrix Service Company	85971968	4528344	M MATRIX SERVICE	June 27, 2013	May 13, 2014	1A
Matrix Service Company	85699900	4491918	M MATRIX PDM ENGINEERING	August 9, 2012	March 4, 2014	1A
Matrix Service Company	85969077	4528331	M MATRIX SERVICE	June 25, 2013	May 13, 2014	1A
Matrix Service Company	85699776	4459889	MOVE TO A HIGHER STANDARD	August 9, 2012	December 31, 2013	1A
Matrix Service Company	85699750	4448729		August 2012	December 10, 2013	1A
Matrix Service Company	85699736	4448727	M 	August 2012	December 10, 2013	1A
Matrix Service Company	85705133	4672185	M Matrix SME	August 16, 2012	January 13, 2015	1A
Matrix Service Inc.	86116203	4579113	FLEX-A-SPAN	November 12, 2013	August 5, 2014	1A

Matrix Service Inc.	862412 93	4632165	FASTFROTH	April 3, 2014	November 4, 2014	1A
Matrix Service Inc.	740478 23	1634065	FLEX-A-SEAL	April 11, 1990	February 5, 1991	1A

[Matrix] Trademark Security Agreement  
#150216067

**RECORDED: 10/03/2021**

**TRADEMARK  
REEL: 007441 FRAME: 0296**